

Booker T. Wade Jr.
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In Propria Persona

Received
2011 AUG 30 P 2:03
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

U. S. Small Business Administration

No. 11-2588

HRL

Plaintiff

V

Arlene D. Stevens

Defendant

**CONTINGENT NOTICE OF INTENT TO INTERVENE
AND REQUEST FOR NOTICE**

Booker T. Wade Jr., individually, hereby provides notice of his conditional intent to intervene in this proceeding, pursuant to Rule 24 of the Federal Rules of Civil Procedure.

This proceeding involves a claim of breach of contract by Plaintiff U.S. Small Business Administration (SBA) against Defendant Arlene Stevens (Stevens) based upon a personal guarantee of a small business loan Stevens made as to the purchase of commercial real property in Palo Alto, California that was foreclosed upon, leaving SBA with a deficiency as to its second mortgage lien. In related proceedings, including the foreclosure proceeding which was concluded through the United States Bankruptcy Court, San Jose Division and the Sonoma County Superior Court, Stevens was not represented by counsel and did not appear. In the Sonoma County Superior Court proceeding, a default was entered against Stevens. As of the filing of this proceeding, Stevens has not appeared and on August 22, 2011, this Court entered an order directing SBA to seek a default.

In the related bankruptcy proceeding, SBA indicated its intent that upon receiving a judgment against Stevens, SBA would proceed to satisfy the judgment by a levy or attachment upon

1 funds in an attorney escrow account held of David Hammerslough of Rossi Hammerslough Reischl
2 & Chuck of San Jose, California. These escrowed funds are the net proceeds of a sale of residential
3 property located in Woodside, California that at the time of sale was property held by Stevens and
4 Wade as 50% each tenants in common. The validity and constitutionality of the sale is the subject of
5 an on-going related proceeding in the Santa Clara County Superior Court. Wade claims interests
6 relating to the property and its proceeds which would be the subject of this breach of contract action if,
7 after securing a judgment, SBA attempts to satisfy the judgment with a levy, attachment or
8 otherwise upon the escrowed funds. Under those circumstances, Wade would be so situated that the
9 disposition of this action may as a practical matter may impair or impede his ability to protect his
10 interests. Thus, if the SBA seeks before this Court any relief, order or action as to the escrowed
11 funds, Wade requests that he be served with notice of such so that Wade may thereafter move to
12 intervene in this proceeding to protect his interests.

13 August 30, 2011

14 Respectfully submitted,

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17 Booker T. Wade, Jr.
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CERTIFICATE OF SERVICE

I hereby certify that on August 30, 2011, I caused to be filed the foregoing motion with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit. I further certify that I have served by depositing in the United States Mail, first class postage prepaid, this day the foregoing document addressed to the following:

Edwin Joe Esq.
Special Assistant U. S. Attorney
U.S. Small Business Administration
455 Market Street Suite 600
San Francisco, CA 94105

Arlene Stevens
P O Box 51310
Palo Alto, CA 94303
[Physical address not known]

August 30, 2011, at Palo Alto, California.



Linda Ye